



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

C-17 Canal Right of Way 5210E-001 LEASE

This Lease (Lease) is made and entered into by and between the South Florida Water Management District (District), a government entity existing under Chapter 373, Florida Statutes, and Cheney Bros, Inc., a Florida Corporation (Lessee). The Effective Date of this Lease and address of the parties are provided below.

Key Terms

Lessee:	Cheney Bros, Inc., a Florida Corporation	Lease Term	Ten (10) Years
Effective Date:	July 1, 2018; 12:00 a.m.	Expiration date:	June 30, 2028; 11:59 p.m.
District Property Name	C-17 Canal Right of Way	Lease Purpose:	Parking
County	Palm Beach	Acres Leased:	0.53
Contract Number:	4600003831	Encumbrance ID:	5210E-001
Send Notices to the Lessee:	Warren Newell Director of Development 561-845-4700 x1279 561-827-4280 warrenn@cheneybrothers.com Invoices: Shannon Bramhall Accounts Payable 561-845-4700 x1304 shannonb@cheneybrothers.com Cheney Bros., Inc. One Cheney Way Riviera Beach, FL 33404	Send Notices to the District:	Dolores Arias, MS 3731 Lease Administrator 561-682-6685 darias@sfwmd.gov With copies to: MS 5333 Ken Quigley, Land Manager 561-682-6767 kquigley@sfwmd.gov South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406
Payment Due Date:	July 1 st , each year	Send Payment To:	Lease Administrator, MS 3731 South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406
Initial Annual Rent:	\$6,700.00	Security Deposit:	\$9,700.00 for Real Estate Taxes and 1-year Annual Rent (see 140-85(f))
Initial Annual Sales Tax:	\$455.60	Initial Payment to District:	\$16,855.60



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Background

- A. The District owns certain real property located in Palm Beach County, Florida, known as 5210E-001. The specific property is located within the footprint of the C-17 Canal Right of Way.
- B. The District presently desires to lease the Property under Section 373.093, Florida Statutes.
- C. Cheney Bros, Inc requested a long-term parking lease adjacent to their loading area. The parking area will be paved and the C-17 right of way embankment will be sloped and graded per the District's specifications.
- D. The District and Lessee wish to lease the Property for parking.

Terms and Conditions

1. Key Terms and Background

The Key Terms identified on page 1 and Background are part of this Lease.

2. Exhibits

The following Exhibits are attached to and made a part of this Lease:

- A - Legal Description of the Property
- B - Map of the Property
- C - Sample Letter of Credit
- D - Insurance Requirements
- E - Baseline Inspection Report

3. Leased Property

This Lease is for the property legally described in Exhibit A (the Property) located in Palm Beach County, Florida.

4. Lease Term

The Lease Term and Expiration Date is provided in the Key Terms on page 1 of this Lease, unless earlier terminated pursuant to other provisions of this Lease (Lease Term).



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5. Condition of the Property

5.1 "As Is"

The Property is leased in its "As Is, Where Is, and With All Faults" condition. Lessee has examined the Property to its complete and total satisfaction and accepts it in its present condition. Lessee has had an adequate opportunity to investigate the land use and zoning of the Property and is satisfied that it can use the Property for Lessee's purposes. The District makes no representations or warranties to Lessee about the title, condition or potential use of the Property.

5.2 Baseline Inspection

The District will conduct a Baseline Inspection within 90 days of the Effective Date of the Lease to establish the condition of the Property at the start of the Lease. Upon expiration or termination of this Lease, Lessee will return the property to the District in the same or better condition as described in the Baseline Inspection Report – sample attached as Exhibit E.

6. Use of the Property

6.1 Permitted Activities

Lessee may only use the Property for parking and those incidental uses that are approved by the District's Land Manager in writing.

6.2 Prohibited Activities

(A) No Hunting

Lessee must not hunt, trap, fish or capture any wildlife upon the Property or allow others to do so unless: (1) the Property is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting occurs in compliance with the laws and rules established for that area; (2) Lessee obtains prior written approval from the District's Land Manager; or (3) Lessee obtains a license from the District for hog removal.

(B) No Fire

Lessee shall not at any time set or cause to be set any fire on the Property without a prior written agreement signed by the District's Land Manager. The District may grant or refuse permission for a prescribed burn in its sole discretion.

(C) No Changes or Improvements

Lessee must not make any changes or improvements to the Property including but not limited to water management systems, fences, gates, trailers, or any other structures, without the prior written approval from the District's Land Manager. If approved by the District, any changes or improvements made by Lessee will be done at Lessee's sole cost and will become District



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property. Any improvement or personal property that is left on the Property at the end of this Lease will become the property of the District.

6.3 Public Use

(A) Public Use Area

In addition to the activities authorized under Lease, the Property is not currently managed for public recreational use. The Lessee shall recognize that the Property is public land and therefore, in accordance with District rules concerning public use of District lands found in Chapter 40E-7, F.A.C. may be open at any time for public use which may include, but is not limited to, hiking, hunting administered by the Florida Fish and Wildlife Conservation Commission, fishing, biking, horseback riding, camping, boating, air boating, and canoeing to and from the Property. Lessee must at all times be courteous to the general public and comply with all public use rules.

(B) Public Use Facilities

The Property may contain at any time public amenities including, but not limited to, shell rock roads, parking areas, gates, trails, signage, camping facilities, and toilets. These public amenities may change during the term of this Lease. If public use facilities extend through the Property, Lessee shall take all reasonable measures to not to harm public use amenities and trails in carrying out authorized Lease activities.

(C) Release of Liability

The District is not responsible for any loss of livestock, livestock operation, equipment, improvements or any other property of Lessee resulting from any public use.

6.4 Environmental Requirements

(A) Environmental Laws

Lessee shall operate and occupy the Property in compliance with all Environmental Laws. "Environmental Laws" means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restriction.

(B) Exotic Plant Management

The Lessee may perform exotic plant management on the Property upon approval from the District's Land Manager.

(C) Agricultural Chemicals

Lessee must not apply or allow application of agricultural chemicals including herbicides or pesticides on the Property without prior written approval from the



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District's Land Manager. If the District approves a request from Lessee, Lessee must, at a minimum: (1) comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by FDACS; and (2) comply with any other conditions of the District's written approval.

(D) Fertilizer

Lessee must not apply or allow application of fertilizer or soil amendments on the Property without the District's prior written approval. This includes biosolids, residuals, and septage. At least thirty (30) days prior to Lessee's desired fertilizer application date, Lessee must submit its request and provide to the District the soil sample analysis including fertilizer and soil amendment recommendations, and proposed nutrient application rates. Proposed phosphorus application rates shall be based on soil and tissue tests and will only be considered if the proposed application rate is at or below maintenance levels in accordance with University of Florida Institute of Food and Agriculture Services (IFAS) recommendations or standard recommendations for nitrogen, as described in SL-129 and other applicable published documents.

(E) Pollutants

For purposes of this Lease, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by Environmental Laws. "Disposal" shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. The Lessee shall not cause or permit the Disposal of any Pollutants upon the Property or upon any adjacent lands. Lessee shall report any Disposal, whether caused by Lessee or any third party, to the appropriate regulatory agencies as required by law and to the District immediately upon Lessee acquiring knowledge of the Disposal. Lessee shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Property or emanate from the Property to adjacent lands as a result of the use of the Property or surrounding lands by the Lessee. Lessee shall indemnify and hold harmless the District, from and against any and all claims, loss, damage, cost, or liability incurred by District including, but not limited to, reasonable attorney's fees and costs, which arises directly, indirectly, or proximately as a result of the Disposal of any Pollutants which affects the Property or emanates from the Property to adjacent lands during the Lease Term. This responsibility shall continue to be in full force and effect for any such Pollutants as are discovered after the date of termination or expiration of this Lease. While this paragraph establishes contractual liability for the Lessee regarding pollution of the Property, it does not alter or diminish any statutory or common law liability of the Lessee for such pollution.



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(F) Radon Gas

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Lessee assumes all liability that may result due to the presence of radon gas in any structure on the Property.

(G) Surface Water Management System

The Lessee must obtain prior written approval from the District's Land Manager and Lease Administrator for any proposed changes to the surface water management system. Once approved by both the District's Land Manager and Lease Administrator, then the District and Lessee shall jointly apply for a permit from the State of Florida Department of Environmental Protection authorizing the change.

(H) Notice and Remediation

Within 90 days of delivery of notice from the District to the Lessee ("Remediation Period") that Lessee has caused or allowed any violation of Environmental Laws or any provision of this Section 6.7, Lessee shall, at Lessee's sole cost and expense, perform all assessments, cleanup, remediation, monitoring, and curative actions ("Remediation") of any violation of Environmental Laws, or any provision of this Section 6.7, and remediation of all Pollutants disposed of or otherwise discovered on the Property or emanating from the Property to adjacent lands, and any other damage that has occurred as a result of use or occupation of the Property or surrounding lands by Lessee, its agents, licensees, invitees, subcontractors, or employees during the term of this Lease. In the event Remediation is necessary as required in the previous sentence, then Lessee shall furnish to the District within the Remediation Period written proof from the appropriate local, state, or federal agency with jurisdiction over the Remediation that the Remediation has been satisfactorily completed in full compliance with all Environmental Laws, and that no further liability exists with regard thereto. If the District has obtained an environmental audit, Lessee must provide written proof that the Remediation has been completed as prescribed in the audit.

6.5 Safety Requirements

Lessee shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to any person who is on or adjacent to the Property. Lessee shall erect and maintain reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazards as needed and shall immediately notify the District if it erects any safeguards or signs.



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6.6 Additional Duties of Lessee

(A) No Liens

Lessee shall keep the Property free from any liens, including, but not limited to, mechanic's liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee.

(B) Repairs

Lessee has a general duty to maintain and repair the Property and all associated facilities and improvements including but not limited to: roadways; surface water management systems including swales, ditches, canals, pumps and other structures and all internal and perimeter fencing and gates. Lessee shall, at Lessee's expense, maintain and preserve the Property and any and all improvements installed by the District and Lessee in good condition and repair, to the satisfaction of District, and make all necessary repairs to the Property. The District, in its sole discretion, will determine if and when any repairs are necessary. Lessee is responsible for all repairs and maintenance whether caused by acts of Lessee, its agents, employees, customers, guests, licensees, or by reason of governmental regulations, acts of God, casualties, or any other reason.

(C) District Access

- i. The District retains unlimited rights of ingress, egress, and unlimited access to the Property at all times and Lessee shall ensure that the District's access is not restricted. The District will have no liability for the exercise of its right of access. So long as any District officer, agent, or assign is acting within the scope of District business in exercising this unlimited right of access, yet excluding any willful, wanton or grossly negligent act, Lessee will have no claim for damages of any character against the District or any officer, agent, or assign resulting from the District accessing the Property.
- ii. The District may perform water quality monitoring (including equipment installation if needed) or land management activities on the Property including but not limited to prescribed burning on or nearby the Property, construction activities, storing spoil material, spraying of exotic invasive vegetation and periodic land inspections.

(D) Government Approvals and Permits

Lessee shall obtain and maintain all government approvals and permits needed to undertake its cattle operations on the Property including but not limited to permits for installation of water wells, water use, installation of fences, and wetland impacts and shall provide copies of all permits to the District within five (5) days of obtaining each approval or permit.



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(E) Holdover Rent

Consistent with Section 83.06, Florida Statutes, in the event Lessee does not immediately vacate the Property at the end of this Lease, Lessee shall pay holdover rent in the amount of two (2) times the pro-rated monthly amount due. Holdover rent will be calculated on a monthly basis beginning with the expiration date of this Lease. Lessee must pay a full month for any fraction of a month held over.

(F) Dispersed Water Storage

The Lessee may be required to optimize water storage under the District's Dispersed Water Management Program. In the event the District requires water storage within a leased area, the District may adjust the animal units appropriately based on the resulting permanent conditions.

(G) Cultural Resources

- i. If applicable, the District will notify Lessee of any known historic, archeological and cultural resources within the leased area(s) and will designate such areas as a "Sensitive Environmental Area." If so designated, the District may install protection for these resources. Lessee shall preserve these areas during the lease term. The Lessee must not distribute maps or other information describing the locations of these areas except for distribution among the Lessee's staff with a "need to know" technical responsibility for protecting the resources.
- ii. Inadvertent Discoveries: If, during the course of this Lease, the Lessee observes items that may have historic or archeological value, Lessee shall immediately report its observations to the District so that it can determine what, if any, additional action is needed. Examples of historic, archeological and cultural resources include bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidence of agricultural or other human activity, alignments, and constructed features. The Lessee shall cease all activities that may result in destroying these resources and shall prevent its employees from removing or otherwise damaging such resources.



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(H) Cost-Share Participation Programs

Lessee must obtain written approval from the District before it submits an application for any cost share program to implement best management practices. Lessee will assume all responsibility for compliance with the terms of the cost share contract. The District will not be responsible for any obligations under Lessee's contract or pay any of the Lessee's unpaid cost-share. Lessee shall not agree to anything in the contract that is in conflict with the Lease.

(I) Notification of Certain Events

The lessee shall immediately report any incidence of the following to the District

- (1) Fire
- (2) Injury or death
- (3) Vandalism
- (4) Theft
- (5) Poaching and trespassing
- (6) Any hazard, condition or situation that may become a liability to the District or may be damaging to the Premises or improvements on the Premises of the Lessee or injurious to any person

7. Rent and Other Payments

7.1 Annual Rent Payment and Due Date

Lessee shall pay to the District the Annual Rent amount stated in the Key Terms on page 1 of this Lease (the Annual Rent). Lessee shall pay Annual Rent in advance upon the execution of this Lease, and shall make successive payments on or before the Payment Due Date set forth in the Key Terms on page 1 of this Lease.

7.2 Sales and Use Taxes

Lessee shall pay to the District any and all applicable sales and use taxes for each calendar year at the same time and in the same manner as the Annual Rent payments. The District will remit the tax paid by the Lessee to the Florida Department of Revenue. If applicable, Lessee may obtain an agricultural classification from the county property appraiser providing an exemption from sales taxes and a reduction in property taxes. Lessee is solely responsible for obtaining the exemption. Unless Lessee obtains the applicable sales and use tax exemption from the county property appraiser and provides proof of the exemption to the District, Lessee must pay sales and use taxes to the District. Lessee's failure to pay the sales and use taxes to the District is a default of this Lease.



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7.3 Index and Market Rent Adjustments

The Rent will be adjusted annually based on the then current Consumer Price Index (CPI) for all Urban Consumers.

7.4 Utilities

Lessee is responsible for the payment of all utilities and service fees and costs, including but not limited to water, cable, sewer, electric, garbage, and trash collection.

8. Real Property Taxes

8.1 Payment to County

If applicable, upon execution of this Lease, Lessee shall place the Property on the county property tax rolls and shall provide to the District documentation that it has done so. Lessee shall pay directly to the county tax collector all real property taxes, intangible property taxes, and personal property taxes levied against the Property, as well as all assessments, including but not limited to pending, certified, confirmed and ratified special assessment liens, accrued or levied with respect to the Property or this Lease during the Lease Term. The amount of taxes or assessments will be determined by the county property appraiser. Lessee may obtain an agricultural classification from the county property appraiser providing a reduction in property taxes. Lessee is solely responsible for obtaining the agricultural classification and must pay all taxes levied by the County.

8.2 Due Date and Penalty

If applicable, Lessee shall pay all property taxes and assessments promptly upon receipt of an assessment notice from the taxing authority but in no event later than February 1st each year and shall furnish proof of payment to the District within fifteen (15) days of the payment. Lessee is responsible for any penalty or late fee assessed by the County for Lessee's failure to timely pay these taxes and assessments. Lessee's failure to pay these taxes and assessments on or before February 1st in any year is a default of this Lease.

9. Payment and Late Fees

9.1 Form of Payment

Lessee shall make its payments by cashier's check issued by the officer of a bank on the bank's own account on the Payment Due Date provided in Key Terms on page 1 of this Lease. Lessee shall reference the District's Lease Number in its payment, and shall send it to the title and address provided in the Key Terms on page 1 of this Lease.

9.2 Late Fees

Lessee's failure to make timely payments to the District as required under this Lease is a default of this Lease. If any payment due from the Lessee to the District under this Lease is not received by the District within five (5) days after the date due, in addition to all other remedies provided by law or this Lease, the District at its sole option may charge the Lessee either: (1) a late fee



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equal to five percent (5%) of the amount not paid when due; or (2) interest on the amount not paid when due at the highest rate allowed by law from the date due until the date received by the District.

10. Security Deposit

10.1 Purpose and Form of Deposit

On or before the Effective Date of this Lease, Lessee must provide the District with a security deposit as set forth in the Key Terms on page 1 of this Lease. The District may use these funds to return the Property back to the condition that existed prior to the start of the Lease, or for payment of rent, taxes and assessments, or to cure any deficiency of any requirement under the Lease. Lessee may provide the Security Deposit using either: (1) cash, (2) cashier's check, or (3) irrevocable letter of credit meeting the requirements in Section 10.2 of this Lease. The District will hold the Security Deposit in a non-interest-bearing account and will return it or the unused balance to Lessee once the District determines that it is not needed for one of the purposes listed in this Section 10.1. If at any time the District in its sole discretion determines that a new Security Deposit is needed, or the existing Security Deposit is insufficient to cover any of the requirements of the Lease, the District may require, and Lessee shall provide a Letter of Credit or additional funds in the Security Deposit to cover the requirements. Lessee must provide the additional Security Deposit within ten (10) days of receiving notice from the District.

10.2 Letter of Credit

If a Letter of Credit is used to provide the Security Deposit, Lessee shall ensure that it: (1) contains the language provided in Exhibit C, and (2) is valid and in effect continuously throughout the term of this Lease and until six (6) months after the Lease expires or is terminated.

11. Notices

All notices required under this Lease: (1) must be in writing (including email communications), (2) must be provided to the respective titles and address of each party provided in the Key Terms on page 1 of this Lease, and (3) must include the District's Lease Number and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed, or mailed (airmail if international) by registered or certified mail (postage paid), return receipt requested, or sent by any form of overnight mail. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one day after mailing by any form or overnight mail service. If either party changes the title or address where notices must be provided, it shall promptly notify the other party in writing of the change.



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12. Lessee's Risk

12.1 Release of Liability

The District is not liable for any claims of any sort or nature including damages, losses, fines, penalties, liabilities, expenses, costs and attorneys' fees arising out of or in any way related to (1) the condition of the Property, (2) the use of the Property by Lessee, or its agents, employees, contractors, or invitees on the Property, (3) District or public use of the Property, or (4) this Lease.

12.2 Indemnification

Lessee will fully indemnify, hold harmless and defend the District from all claims of any sort and nature, including damages, losses, fines, penalties, liabilities, expenses, costs and attorneys' fees arising from Lessee's conduct or the conduct of its employees, agents, contractors, suppliers, representatives, invitees, or customers, in connection with this Lease, occupation of the Property, and activities occurring with respect to the Property. The District will have its choice of counsel.

12.3 Insurance

Throughout the Term of this Lease Lessee shall maintain insurance coverage for at least the limits and coverage conditions identified in Exhibit D. The coverage required shall extend to all employees, agents, contractors, suppliers, representatives, invitees, or customers of the Lessee. Lessee shall provide a Certificate of Insurance for this coverage to the District indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance must be signed by the insurance carrier's authorized representative and must identify the District as additional insured.

13. Termination, Default and Remedies

13.1 Termination by the District for Cause

The District may immediately terminate this Lease for any of the following reasons: (1) any fraud or misrepresentation by the Lessee regarding the Lease; (2) any unauthorized use of or entry on to the Property by the Lessee; (3) the Lessee commits a crime on or adjacent to the Property, or (4) Lessee's default under this Lease.

13.2 Termination by the District for Convenience

The District may terminate this Lease at any time for convenience by providing at least 180 days prior written notice to Lessee giving due consideration to the calving season if reasonably possible. The District will have no liability for any loss resulting from the termination including, but not limited to, lost profits and consequential damages. In the event of termination for reasons other than the Lessee's default, the District shall return to the Lessee a pro-rata share of any rent paid by Lessee for any unused term of the Lease.



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13.3 Termination by Lessee

The Lessee may terminate this Lease at any time for convenience by providing at least 365 days prior written notice to the District.

13.4 Default and Notice

If the Lessee fails to fulfill any of its obligations under this Lease, it is a default of the Lease. In the event of default, the District will provide written notice to Lessee citing the specific nature of the default, after which Lessee must cure the default within 30 days. If the Lessee fails to cure the default within the 30-day period, the District may exercise all rights and remedies provided by law and under this Lease, including applying the Security Deposit and presenting the Letter of Credit to the bank for payment.

14. General Provisions

14.1 Compliance with Laws

The Lessee, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Lease. The District undertakes no duty to ensure such compliance, but will attempt to advise the Lessee, upon request, as to any such laws of which it has present knowledge.

14.2 Applicable Laws and Venue

The laws of the State of Florida shall govern all aspects of this Lease. In the event it is necessary for either party to initiate legal action regarding this Lease, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

14.3 No Discrimination

Lessee and its agents will not discriminate against any person on legally protected bases in any activity under this Lease.

14.4 Designated Nationals and Blocked Persons

The Lessee, by its execution of this Lease, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District is included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The Lessee further understands and accepts that this Lease shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation. The District, in the event of such termination, shall not incur any liability to the Lessee for any work or materials furnished.



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14.5 Governmental Approvals

Prior to the start of this Lease, Lessee shall obtain all necessary government approvals and permits, including all permits from the District as well as any necessary private authorizations and Lessee shall maintain them throughout the term of this Lease. Within five (5) days of demand by the District to the Lessee, Lessee shall submit to the District copies of all permits and authorizations that Lessee is required to obtain. The District provides no assurance that it will approve any permit application submitted by the Lessee. The District will review any permit applications submitted by Lessee in accordance with the laws and regulations in place at the time the application is submitted in the same manner as such an application would be processed for any other permit applicant. The District's permit review will be independent of the fact the District has entered into this Lease.

14.6 E-Verify

Lessee must verify employee authorization to work in the U.S. and certify that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

14.7 Lessee's Duties Regarding Public Records

(A) Compliance with Florida Laws

Lessee must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Florida Statutes. If Lessee asserts any exemptions to Florida's public records laws, Lessee has the burden of establishing and defending the exemption.

(B) Recordkeeping and Public Access

Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Lessee must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the Lessee does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Lessee or keep and maintain public records required by the District to perform the service. If the Lessee transfers all public records to the District upon completion of the Lease, the Lessee shall destroy any duplicate



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public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Lease, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Lease with the District, Lessee shall provide to the District all electronic records associated with this Lease on electronic media (CD-ROM or USB flash drive).

- (C) IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLCRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

14.8 No Third Party Beneficiaries

This Lease is solely for the benefit of the Lessee and the District. No person or entity other than the Lessee or the District shall have any rights or privileges under this Lease in any capacity whatsoever, either as third-party beneficiary or otherwise.

14.9 Assignment

Lessee must not assign, sublease, or otherwise transfer any portion of its rights and obligations under this Lease without an amendment to this Lease. The District in its sole discretion may either allow or refuse an assignment, sublease or transfer. Any Assignment or subcontract made by Lessee without the prior written consent of the District shall be void and of no force or effect.

14.10 Waiver

No waiver of any term of this Lease constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

14.11 Severability

If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

14.12 Entire Agreement

This Lease constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.



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14.13 Interpretation

Unless the context requires otherwise: The term "include" contemplates "including but not limited to."

14.14 Survival

All provisions of this Lease which by their terms bind either party after the expiration or termination of this Lease including Sections 6.5, 6.7, 12, and 14 shall survive the expiration or termination of this Lease.

(Corporate Seal)

Attest:

Secretary

Print Name:

Juanita Bozeman



Lessor:

South Florida Water Management District
BY ITS GOVERNING BOARD

Ernie Marks, Executive Director

Date:

4/14/18

Dorothy A. Bradshaw, Director
Administrative Services Division

Date:

6/12/18

SFWMD Legal Form Approved

Thomas R. Sawyer

Date:

5/17/18



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Lessee:

Cheney Bros, Inc., a Florida Corporation

Witnesses:

By:

[Signature]

Print Name: _____

Print Name:

Michael Sullivan

Title:

CEO

Print Name: _____

Date:

5/24/18

[OR if a corporation]

(Corporate Seal)

Attest:

Secretary

Print Name: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MICHAEL SULLIVAN of CHENEY BROS to me known to be the person described in and who executed the same for the purposes stated therein or who provided _____ as identification.

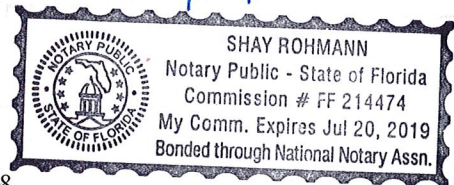
WITNESS my hand and seal this 24 day of MAY, 2018

Notary Public

Print

My Commission Expires:

SHAY ROHMANN
SHAY ROHMANN
7/20/2019



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EXHIBIT A

A LEASE AREA IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN THE RIGHT-OF-WAY OF THE C-17 CANAL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 31;
THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 31,
N02°10'27"E FOR 420.00 FEET TO THE NORTH LINE OF A NORTHERN PALM BEACH
COUNTY IMPROVEMENT DISTRICT 120' RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORD
BOOK 447, PAGE 296 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID NORTH LINE, S88°02'42"E FOR 66.84 FEET TO THE WEST
RIGHT-OF-WAY OF THE C-17 CANAL, AS SHOWN ON SOUTH FLORIDA WATER
MANAGEMENT DISTRICT CANAL C-17 RIGHT-OF-WAY MAP, DRAWING No.C-17-13,
DATED SEPTEMBER 11, 1979;

THENCE ALONG SAID WEST RIGHT-OF-WAY, N22°46'35"W FOR 45.00 FEET TO THE
POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY, N22°46'35"W FOR 374.86 FEET;
THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY, N02°38'32"W FOR 457.45 FEET;
THENCE N87°21'28"E FOR 25.00 FEET;
THENCE PARALLEL WITH THE SAID WEST RIGHT-OF-WAY, S02°38'32"E FOR 327.82 FEET;
THENCE S12°04'19"E FOR 232.00 FEET TO A LINE LYING 25.00 EAST OF, AND
PARALLEL WITH, THE SAID WEST RIGHT-OF-WAY OF C-17;
THENCE ALONG SAID PARALLEL LINE, S22°46'35"E FOR 260.00 FEET;
THENCE S67°13'25"W FOR 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,076 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON A BEARING OF N02°10'27"E (ASSUMED) AND ARE REFERENCED
THE BEARINGS FOR THE CHENEY BROS., INC. LEASE PREMISES, RECORDED IN EXHIBIT
"A", OFFICIAL RECORD BOOK 9681, PAGE 1940.

THE DESCRIPTION TEXT AND THE DESCRIPTION
SKETCH COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER.

REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR
AND MAPPER NOTED HEREON.

JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 4826
DATE: _____



E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

CHENEY BROS., INC.
C-17 LEASE AREA

PROJ. No. 18-005

DRAWN: MB

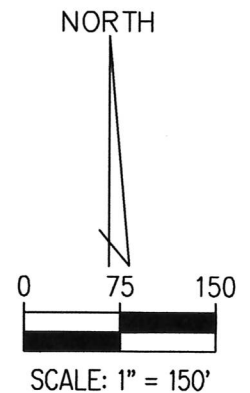
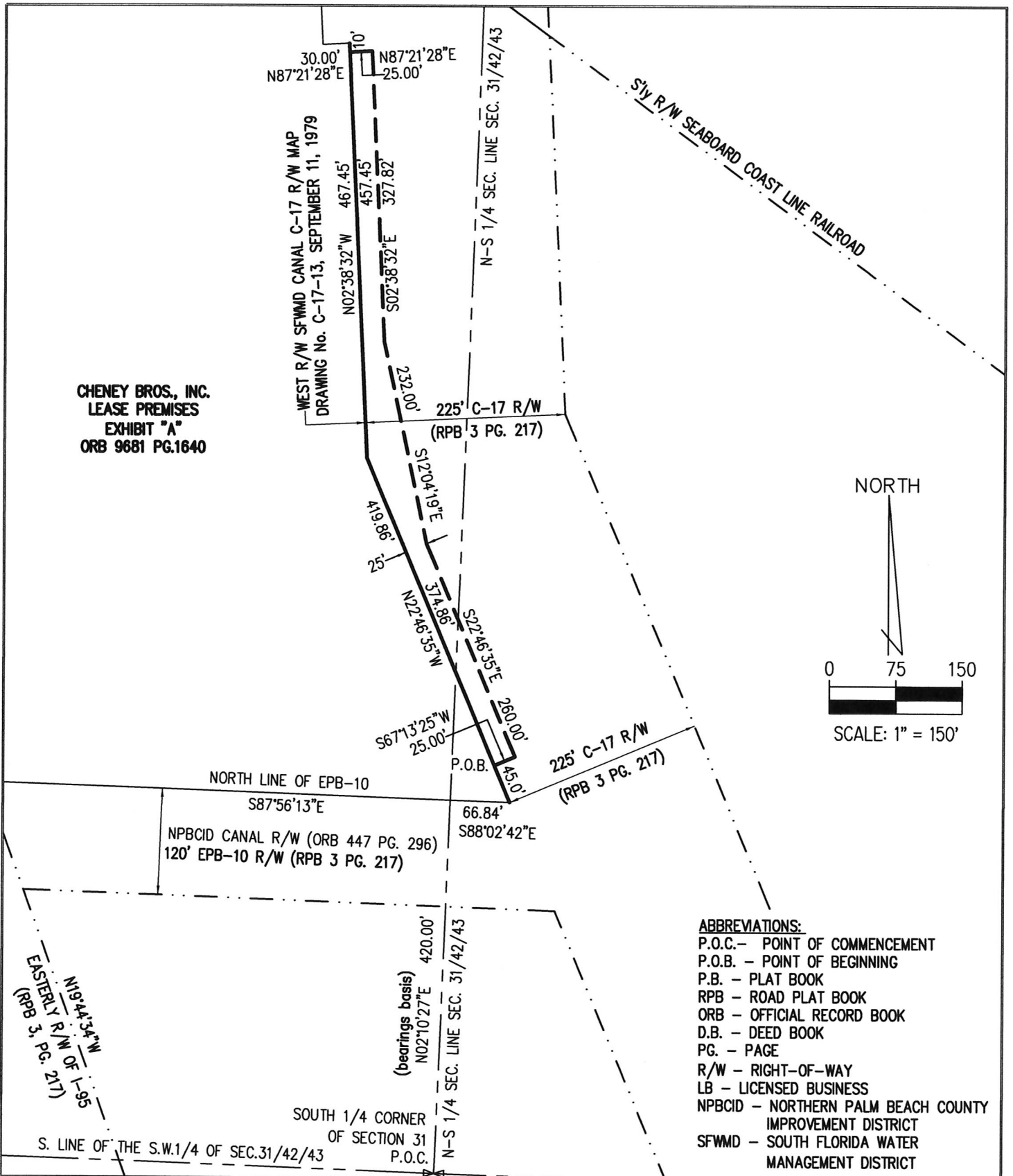
LEGAL DESCRIPTION

SCALE: NONE

DATE: 2/1/18

SHEET 1 OF 2

CHENEY BROS., INC.
LEASE PREMISES
EXHIBIT "A"
ORB 9681 PG.1640



ABBREVIATIONS:
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
RPB - ROAD PLAT BOOK
ORB - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
PG. - PAGE
R/W - RIGHT-OF-WAY
LB - LICENSED BUSINESS
NPBCID - NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
SFWMD - SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX
E-Mail: info@brown-phillips.com

CHENEY BROS., INC.
C-17 LEASE AREA

PROJ. No. 18-005	DRAWN: MB
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	SCALE: 1"=150'
(This sketch is not a survey)	DATE: 2/1/18
	SHEET 2 OF 2



Exhibit "B"

Dr. Martin Luther King Jr. Blvd
Dr. Martin Luther King Jr. Blvd

Congress Ave

CSX Transportation

Cheney Way

Cheney Way

Cheney Way

SR-9

5210E-001 Cheney Bros., Inc. Parking Lease

0 0.03 0.06 0.09 0.12 Miles
0 0.06 0.12 0.18 Kilometers



South Florida Water Management District
3301 Gun Club Road, West Palm Beach, Florida 33406
561-686-8800; www.sfwmd.gov



DISCLAIMER:
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property.

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Exhibit "C"
IRREVOCABLE STANDBY LETTER OF CREDIT

_____, 2016

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

Re: Credit No. _____

Ladies and Gentlemen:

We hereby establish in your favor, for the account of _____ our Irrevocable Standby Letter of Credit (this "Credit") in the amount of _____ Dollars (\$_____). Funds under this Credit are available to you, in any number of draws, by your sight draft(s) drawn on us identifying the above referenced Credit Number, if presented at our office prior to the expiration of this Credit together with the original of this Credit and the following statement signed by you:

We are drawing under Standby Letter of Credit No. _____ because _____ is in default under that certain Lease Agreement, dated _____ (Lease No.____, the "Lease"), concerning that certain real property legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), by and between the South Florida Water Management District (the "District"), as the Lessor, and _____, as Lessee.

This Credit shall expire upon our receipt from you of written notice that (i) the Lease has expired or been terminated, and (ii) _____, or its successors or assigns, have satisfied the requirements of paragraph 13 of the Lease. However, this Letter of Credit will be automatically extended for _____ (Insert # of years) additional consecutive one-year periods. Bank agrees to provide a reaffirmation of the Letter of Credit on an annual basis.

Drafts drawn under and in substantial conformity with the terms of this Credit will be duly honored on presentation, if presented on or before the then applicable expiration date of this Credit. If we fail to honor or dishonor any draft within seven (7) business days following its presentation, we shall be precluded from claiming that such draw is not in conformity with the terms of this Credit.

This Credit is transferable by you, either in whole or in part, and is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce - Publication 500.

Very truly yours,

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EXHIBIT “D”

INSURANCE REQUIREMENTS

In accordance with Article 12 of this **LEASE**, the information listed in this Exhibit D defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **LEASE**.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers’ compensation. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is “per occurrence”, combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Specialist identified on the cover page of this **LEASE** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage.

GENERAL LIABILITY	\$1,000,000
COMPREHENSIVE FORM	
OCCURRENCE FORM	
PREMISES / OPERATIONS	
DELETE XCU EXCLUSION	
PRODUCTS / COMPLETED	
CONTRACTUAL	
INDEPENDENT CONTRACTORS	
BROAD FORM PROPERTY	
PERSONAL INJURY	
BLASTING	
DEMOLITION	
WATERCRAFT	
POLLUTION	
AUTOMOBILE LIABILITY	
ANY AUTO	\$300,000
OWNED	
NON-OWNED	
WORKERS COMPENSATION AND EMPLOYER’S LIABILITY	*
Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

* A State certification must be presented to document an exemption to the Workers Compensation requirement.



CERTIFICATION OF INSURANCE		<u>Agent/Broker</u>		<u>Insured</u>	
		Name: Address:		Name: Address:	
		Telephone: EMAIL: FAX:		Telephone: EMAIL: FAX:	
Carrier Letter I.D.	Type of Coverage				
A	General Liability (Place check to the left of the coverage provided)	Agent/Broker Certification: Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. <div style="text-align: right; margin-top: 10px;"> _____ Agent/Broker Signature Date </div>			
	<input type="checkbox"/> Comprehensive Form				
	<input type="checkbox"/> Occurrence form				
	<input type="checkbox"/> Premises Operations				
	<input type="checkbox"/> Delete XCU Exclusion				
	<input type="checkbox"/> Products Completed				
	<input type="checkbox"/> Contractual				
	<input type="checkbox"/> Independent Contractors				
	<input type="checkbox"/> Broad Form Property				
	<input type="checkbox"/> Personal Injury				
	<input type="checkbox"/> Blasting				
	<input type="checkbox"/> Demolition				
	<input type="checkbox"/> Watercraft				
	<input type="checkbox"/> Pollution				
		Policy Limits	Carrier information		
		Bodily Injury & Property Damage	Company A		
		\$ _____	Name _____		
		Combined Limit	Policy No _____		
			Effective Date _____		Termination date _____
			_____		_____
B	Automobile Liability	Bodily Injury & Property Damage		Company B	
	<input type="checkbox"/> Any Auto				
	<input type="checkbox"/> Owned				
	<input type="checkbox"/> Non - Owned				
		\$ _____	Name _____		
		Combined Limit	Policy No _____		
			Effective Date _____		Termination date _____
			_____		_____
C	Workers' Compensation and Employer's Liability	Statutory Limits \$100,000/Accident \$100,000/\$500,000 Disease		Company C	
				Name _____	
				Policy No _____	
				Effective Date _____	
				Termination date _____	

D	Professional liability	\$ _____		Company D	
				Name _____	
				Policy No _____	
				Effective Date _____	
				Termination date _____	

E	Builder's Risk/Installation Floater	@100% of Value		Company E	
				Name _____	
				Policy No _____	
				Effective Date _____	
				Termination date _____	

F	Aircraft Liability	Bodily injures & Property Damage		Company F	
		\$ _____		Name _____	
		Combined Limit		Policy No _____	
				Effective Date _____	
				Termination date _____	

G	Environmental Impairment Liability	Bodily injures & Property Damage		Company G	
		\$ _____		Name _____	
		Combined Limit		Policy No _____	
				Effective Date _____	
				Termination date _____	

Certificate Holder:		Additional Insured:		For District Use Only:	
South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		The South Florida Water Management District is named <u>additional insured</u> under the General and Auto liability policies identified herein.		Compliance with Contractual Insurance Requirements reviewed by:	
				Initials _____ Date _____	



Baseline Inspection Report

Land Inspector
PropertyID:
Project Name:
Lessee/Property:
Contract No:
County:
Acreage:
Purpose:
Status:
Funding Year
Inspection Date:
Inspection Type:
Inspection Questionnaire
Yes
No
NA
**Action
Required**
Comments/Recommendations

Has the land manager performed the leased area walk-through with the new lessee?

☐ ☐ ☐ ☐

Is the entire property perimeter fenced? If not, identify the portion remaining unfenced? Is there a new fence and gate plan requirement in place for the new lease?

☐ ☐ ☐ ☐

Are there any existing buildings on the property that were inventoried at the baseline (e.g. residences, mobile homes, travel trailers, buildings, barns, sheds, out-houses)? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ ☐ ☐ ☐

Are there any pumps on the property? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ ☐ ☐ ☐

Are there wells on the property? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ ☐ ☐ ☐

Is there any personal property on the premises? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ ☐ ☐ ☐

Is there any evidence of unauthorized mowing, vegetation removal, vegetation maintenance methods and land clearing, dredging or filling activities in wetlands from the previous lessee? If yes, please provide exact location (Lat/Long), written documentation and photographs.

☐ ☐ ☐ ☐

Is the leased area free of refuse/garbage/litter? If no, provide exact location (Lat/Long), written documentation and photos representing the condition of each area of concern.

☐ ☐ ☐ ☐
Lessee's Acknowledgement and Signature: _____ **Date:** _____



Baseline Inspection Report

Land Inspector

PropertyID: _____

Project Name: _____

Lessee/Property: _____

Contract No: _____

County: _____

Acreage: _____

Purpose: _____

Status: _____

Funding Year _____

Inspection Date: _____

Inspection Type: _____

Inspection Questionnaire

Yes

No

NA

**Action
Required**

Comments/Recommendations

Is there any evidence of spills of contaminants, hazardous/ toxic substance that require clean-up or remediation (e.g. petroleum products, pesticides, fertilizers, animal vaccinations and parasite control pharmaceuticals)? If yes, determine if a Phase 1 Environmental Assessment needed and provide Leasing Administration exact location (Lat/Long), written documentation and photos representing the condition of each.

☐☐☐☐

Are there any fuel tanks (above ground or below) on the property? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐☐☐☐

Is there evidence of unauthorized activities such as trespass, vandalism, squatting, etc. If yes, please document/ photograph activities and contact Land Management Section.

☐☐☐☐

Are the public access facilities (parking lots, trails, trail signs, blaze posts) in good condition? If no, document the facility condition and provide photos in the Property Asset Form and contact Land Management Section .

☐☐☐☐

Is there a Surface Water Management plan for the leased area? If yes, please identify the ditches and canals included in the maintenance schedule of the lease and provide written documentation and photos representing the condition of each area.

☐☐☐☐

Additional Comments:

Lessee's Acknowledgement and Signature: _____ **Date:** _____